AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

This Amendment No. 1 ("**Amendment**"), effective as of the date of full execution as indicated below through June 30, 2026, (the "**Amendment No. 1 Effective Date**"), is made by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Corrections ("**DOC**") and Jefferson Community and Technical College ("**JCTC**" or "**Contractor**").

Background

Whereas, the Parties entered into a Memorandum of Understanding ("**MOU**") to provide college-level courses and employment skills to offenders within selected DOC facilities around the Commonwealth of Kentucky, finally signed on April 4, 2024, and with an effective date of July 1, 2024, through June 30, 2026;

Whereas, the Parties wish to amend the MOU as hereinafter provided.

Now, therefore, in accordance with Section 5.22 of the MOU, DOC and JCTC hereby agree to amend the MOU as set forth below.

Amendment

1. Section 4.A.22. shall be amended from:

   When Pell is used for tuition, provide the contractor with transfer and release dates of students as required pursuant to 34 CFR 668.239.

   to:

   When Pell is used for tuition, provide the contractor with transfer and release dates of students as required pursuant to 34 CFR 668.239. Specific transfer and release data will be provided for each incarcerated individual as needed, but at a minimum during the regular oversite committee meetings (i.e., weekly, monthly, quarterly) established for the Contractor.

2. Section 4.C.22. shall be amended from:

   Be accredited and recognized by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and in good standing. As a part of the Prison Education Program (PEP) and the Contractor's SACSCOC accreditation, the Contractor shall be obligated to notify DOC and develop a teach out plan to close the program should the Contractor be subject to adverse action by SACSCOC.

   to:

   Be accredited and recognized by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and in good standing. As a part of the Prison Education Program (PEP) and the Contractor's SACSCOC accreditation, the Contractor shall be obligated to notify DOC and develop a teach out plan to close the program and off-campus instructional site should the Contractor be subject to adverse action by SACSCOC.

3. No Other Changes. Except as expressly amended by the terms of this Amendment, all other terms of the MOU shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts and by facsimile or electronic transmission. This Amendment is not binding on the Parties until it has been signed below on behalf of each Party.

Therefore, the Parties have executed this Amendment by their duly authorized officers or representatives.

JCTC

Signature	President Title
Ty Handy Printed Name	03/20/2025 Date

DOC

Signature	Deputy Commissioner Title
Hilarye Dailey Printed Name	3/28/25 Date

Approved as to form and legality

DOC Attorney	3/27/2025 Date